

**DEED OF VARIATION OF
CONSERVATION AGREEMENT**

**BETWEEN
THE MINISTER ADMINISTERING
THE NEW SOUTH WALES NATIONAL PARKS AND
WILDLIFE ACT (1974)**

AND

THE COUNCIL OF THE CITY OF SHELLHARBOUR

FOR

Croom Reserve

**DEED OF VARIATION OF CONSERVATION AGREEMENT UNDER PART 4
DIVISION 12 OF THE NATIONAL PARKS AND WILDLIFE ACT 1974**

THIS DEED is made on

PARTIES

The Minister for the time being administering the *National Parks and Wildlife Act 1974* ("the Minister") of 52 Martin Place SYDNEY NSW 2000.

and

The Council of the City of Shellharbour ("the Owner") of 76 Cygnet Avenue Shellharbour City Centre NSW 2529.

Note: This Deed, once registered, is binding on successors in title and not just the owner named above.

BACKGROUND

- A. The Minister and the Owner are parties to a Deed of Agreement dated 2 July 2002, Registered Dealing Number 9046359 pursuant to section 69B of the *National Parks and Wildlife Act 1974* relating to Lots 1 DP216772 and 3 DP549511 ("the Principal Agreement").
- B. Roads and Maritime Services has advised the Owner of its proposal to compulsorily acquire a portion of the land (0.17ha) that is the subject of the Principal Agreement.
- C. The Owner and the Minister have agreed to vary the Principal Agreement in accordance with this Deed, pursuant to section 69(2) of the *National Parks and Wildlife Act 1974* ("the Act"), to remove from the land that is the subject of the Principal Agreement that part that is proposed to be compulsorily acquired.

THE PARTIES AGREE AS FOLLOWS:**1. LAND OWNERSHIP**

The Owner represents and warrants that it is the sole owner of the parcel of the land being part of the Croom Regional Sporting Complex at Albion Park, being parts of Lots 1 DP216772 and 3 DP549511, that is the subject of the Principal Agreement.

2. VARIATION

The Minister and the Owner agree that from the date of execution of this Deed by both Parties, the Principal Agreement is varied as follows:

- a) In relation to the conservation area referred to in clauses 2.1 and 3.1.5, Diagram A annexed to the Principal Agreement is deleted and replaced with the diagram marked "Annexure A" that is annexed to this Deed.

3. REGISTRATION OF THIS DEED

- 3.1 After execution of this Deed, the Minister will notify the Registrar-General of the variation of the Principal Agreement, to procure registration of this Deed in accordance with s 69F of the Act.
- 3.2 The Minister will meet the costs of registration of this Deed.
- 3.3 The Owner will do all things (including executing all documents) necessary or desirable to give effect to registration of this Deed.

4. NO OTHER CHANGE

The Parties agree that the Principal Agreement will continue in full force and effect as varied by this Deed (and any previous variations). Nothing in this Deed will be read or construed as implying any form of variation or waiver other than as expressly set out in this Deed.

5. COSTS

Except as provided by clause 3.2, each Party will bear its own costs in relation to the negotiation, preparation, execution and carrying into effect of this Deed.

6. GENERAL

- 6.1 This Deed contains the entire agreement between the Parties in relation to the variations and any previous negotiations, agreements, representations or warranties relating to the subject matter of this Deed are of no effect.
- 6.2 Nothing in this Deed in any way restricts or otherwise affects the Minister's or the Owner's unfettered discretion to exercise their statutory powers.
- 6.3 This Deed is governed by the laws of New South Wales. The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales in relation to all matters arising under, or relating to, this Deed.

Executed as a Deed

Signed sealed and delivered by
the Chief Executive, Office of Environment
and Heritage, as the Minister's delegate under
Section 21(1) of the *National Parks and Wildlife*
Act 1974

Chief Executive

Witness

Print Name

Witness Name and Address

Date

Date

Signed sealed and delivered by
the **OWNER (the Council of the City of Shellharbour)**

Carey McIntyre (General Manager)

Date

Witness signature

Witness Name and Address

Date

ANNEXURE A

Diagram of Conservation Area:

